

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

Arthur Adams,)	
)	
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	
Guardian Life Insurance Company)	
of America,)	
)	
Defendant.)	
)	

Plaintiff Arthur Adams, by and through his undersigned counsel, complaining of the above-named Defendant Guardian Life Insurance Company of America, would respectfully show unto this Honorable Court the following:

JURISDICTION AND VENUE

1. Prior to his disability, Plaintiff Arthur Adams was an employee of Tenowo, Inc.
2. At all times material to the allegations contained here, Plaintiff Arthur Adams was a participant in the Tenowo, Inc. Long Term Disability Plan (hereinafter “the Plan”).
3. Tenowo, Inc. created one or more employee welfare benefits plans for the purpose of providing long term disability (LTD) benefits to its employees.
4. Plaintiff is informed and believes that the name of the employee benefit plan in question is the Tenowo, Inc. LTD Plan.
5. Tenowo, Inc. established and/or maintained a policy of group insurance with Defendant Guardian Life Insurance Company of America (hereinafter “Guardian”) in order to provide LTD benefits to its employees who chose to participate in the Plan.

6. Defendant Guardian is the insurer and claims administrator of the LTD Plan.
7. Defendant Guardian is a fiduciary with respect to the LTD Plan.
8. The Plan is governed by the Employee Retirement and Income Security Act of 1974 (hereinafter “ERISA”), 29 U.S.C. § 1001, *et seq.*
9. Pursuant to 29 U.S.C. § 1132(e), this Court has jurisdiction over Plaintiff’s claims.

FACTUAL ALLEGATIONS

10. Prior to his disability, Plaintiff Arthur Adams enrolled in the LTD Plan.
11. Plaintiff Arthur Adams’s last day at work was on or about April 11, 2018.
12. Since April 11, 2018, Plaintiff has been unable to perform the material and substantial duties of his Own Occupation or Any Occupation due to various medical conditions, including but not limited to vision loss, low back pain, and lumbar radiculopathy.
13. After he became disabled, Plaintiff applied for LTD benefits.
14. Defendant Guardian approved Plaintiff’s claim of Long Term Disability benefits from October 18, 2018 to October 17, 2020.
15. Defendant Guardian denied Plaintiff’s claim for Long Term Disability benefits effective October 18, 2020.
16. On April 26, 2021, Plaintiff timely appealed Defendant Guardian’s LTD denial decision.
17. On July 22, 2021, Defendant Guardian denied Plaintiff’s LTD appeal.
18. Plaintiff has exhausted all administrative remedies under the Plan.
19. Despite Plaintiff’s continuous total disability since April 11, 2018, Defendant Guardian has wrongfully failed to pay LTD benefits to Plaintiff as required by the Plan.

CAUSE OF ACTION
Plaintiff's Claim for LTD, pursuant to 29 U.S.C. §§ 1132(a)(1)(B)

20. Plaintiff incorporates all prior allegations herein, where not inconsistent, as if fully set forth herein.
21. Plaintiff has been totally disabled from performing the material duties of his own occupation or any other occupation for which he is reasonably qualified since April 11, 2018.
22. Plaintiff is entitled to LTD benefits under the Plan.
23. Plaintiff has been totally disabled from performing the material duties of any occupation for which he is capable of performing by way of education, training, or experience, and is entitled to LTD benefits under the terms of the Guardian policy as described above.
24. Plaintiff seeks LTD benefits under the terms of the Plan, to enforce his rights under the terms of the Plans, and to clarify his rights to future benefits under the terms of the Defendant LTD Plan, pursuant to 29 U.S.C. § 1132(a)(1)(B).
25. Plaintiff respectfully requests that the Court order Defendant Guardian to pay all amounts due and owing for the Plaintiff's LTD benefits under the terms of the Plan pursuant to 29 U.S.C. § 1132(a)(1)(B).
26. Pursuant to 29 U.S.C. § 1132(g), Plaintiff also respectfully requests that the court grant Plaintiff's attorneys fees and costs.

WHEREFORE, Plaintiff Arthur Adams prays for judgment directing Defendant Guardian to pay Plaintiff's LTD benefits pursuant to the terms of the Tenowo, Inc. Long Term Disability Plan, attorneys fees and costs, and all such further relief as the Court deems just and proper.

Respectfully Submitted,

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